

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOS1		Page 1 Of 20	
2. Contract (Proc. Inst. Ident) No. W52H09-04-C-0198		3. Effective Date 2004AUG06		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC FAYE TABER (309)782-3796 ROCK ISLAND IL 61299-7630		Code W52H09		6. Administered By (If Other Than Item 5) TACOM-ROCK ISLAND AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630		Code ZZZZZ5	
e-mail address: TABERF@RIA.ARMY.MIL		SCD C		PAS NONE		ADP PT SC1012	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CDO TECHNOLOGIES INC 4140 LINDEN AVENUE SUITE 202 DAYTON, OH. 45432-3036 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment NET 14 DAYS			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 04ZD8		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DEFENSE FINANCE & ACCOUNTING SERVIC ROCK ISLAND OPERATING LOCATION ATTN DFAS-RI-ARS BUILDING 68 ROCK ISLAND IL 61299-8401		Code W52H1C	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 21 42020000046D6D17P1351972512 S19130 W91A2K			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Cost Contract		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
				15G. Total Amount Of Contract		\$298,642.23	
16. Table Of Contents							
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Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOYCE L KLEIN KLEINJ@RIA.ARMY.MIL (309)782-5051			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2004AUG06	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS DOCUMENT IS TO:

1. AWARD A BASIC ONE-YEAR SERVICE CONTRACT WITH ONE OPTION YEAR FOR THE MOBILITY INVENTORY CONTROL ACCOUNTABILITY SYSTEM (MICAS).
2. FUND THE FIRST YEAR'S FIRM FIXED PRICE EFFORT TO FIELD, SET UP HARDWARE/SOFTWARE AT SELECT ARMY INSTALLATIONS, LOAD DATA IN THE MOBILITY INVENTORY CONTROL ACCOUNTABILITY SYSTEM (MICAS), BARCODE CHEMICAL DEFENSE EQUIPMENT AND TRAIN AND TROUBLESHOOT THE MICAS SYSTEM FROM 9 AUG 2004 THROUGH 8 AUG 2005 (CLIN 0001AA) FOR A TOTAL OF \$263,642.23. THE HOURS AND RATES FOR THE BASE YEAR AND OPTION ARE FIXED AND ARE AS SHOWN AT ATTACHMENT 001.

THE CONTRACTOR IS NOT TO EXCEED 3000 HOURS IN THE BASIC YEAR AND NOT TO EXCEED 3,000 HOURS IN THE OPTION YEAR. THE CONTRACTOR WILL STATE ON EACH DD250 THE KIND OF LABOR, LABOR RATE, AND NUMBER OF HOURS EXPENDED IN EACH DD250 PERIOD.

3. FUND TRAVEL EXPENSES ON A COST REIMBURSEMENT BASIS. THE GOVERNMENT WILL REIMBURSE THE CONTRACTOR FOR TRAVEL EXPENSES AS TRAVEL IS COMPLETED UNDER CLIN 0002AA. TRAVEL EXPENSES SHALL NOT EXCEED \$20,000.00 FOR THE BASIC YEAR (9 AUG 2004-8 AUG 2005).
4. FUND MISCELLANEOUS SUPPLIES DEFINED AS PURCHASE OF PUBLICATIONS, REPORTS, AND/OR PERIODICALS RELATED TO DEVELOPMENTS IN THIS TECHNOLOGY AND AVAILABILITY OF SYSTEMS AND PRODUCTS AS A COST REIMBURSABLE LINE ITEM NOT TO EXCEED \$15,000.00 AT CLIN 0003AA. ALSO THIS LINE ITEM CAN BE USED FOR ACQUISITION AND INSTALLATION OF HARDWARE PRODUCTS NEEDED TO ACCOMPLISH THIS TASK. PURCHASE APPROVAL AND REIMBURSEMENT OF THIS LINE ITEM MUST BE APPROVED BY THE CONTRACTING OFFICER'S REPRESENTATIVE (COR). ALL PROPERTY EXPENDED AGAINST THIS CONTRACT LINE ITEM AND NOT EXPENDED THROUGH CONTRACT PERFORMANCE BECOMES THE PROPERTY OF THE GOVERNMENT UPON COMPLETION OR TERMINATION OF THIS CONTRACT.

THE CONTRACTOR SHALL BILL, BY DD250, TWICE MONTHLY (ON THE 15TH AND THE LAST DAY OF THE MONTH).

IN THE EVENT THE OPTION YEAR (9 AUG 2005 THROUGH 8 AUG 2006) IS EXERCISED, THE CONTRACTING OFFICER WILL ISSUE A MODIFICATION TO THIS CONTRACT PRIOR TO THE END OF THE BASIC CONTRACT PERIOD OF PERFORMANCE.

THE CONTRACTOR'S PROPOSAL DATED 30 JUNE 2004 IS HEREBY INCORPORATED BY REFERENCE.

TOTAL CONTRACT PRICE FOR THE BASIC YEAR IS \$298,642.23.

*** END OF NARRATIVE A 001 ***		
<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

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- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-2 52.204-4506 PUBLIC ACTIVITY INVOLVEMENT FEB/2003
TACOM-RI

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red river Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

(End of Clause)

AS7005

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

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If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

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Name of Offeror or Contractor: CDO TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SECURITY CLASS: Unclassified CONTRACTOR IS TO INVOICE VIA DD250, AND SUBMIT TO THE COR FOR APPROVAL AND SIGNATURE. THE CONTRACTOR IS TO DOCUMENT THE LABOR MIX AND NUMBER OF HOURS EXPENDED IN THE PAYMENT PERIOD ON THE DD250 IN THE NOMENCLATURE SECTION. (End of narrative B001)				
0001AA	<u>SERVICES LINE ITEM</u> NOUN: CDO SERVICES PRON: S646FDC4PC PRON AMD: 01 ACRN: AA AMS CD: 13519700000 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 08-AUG-2005 \$ 263,642.23	1	LO		\$ 263,642.23
0002	SECURITY CLASS: Unclassified THIS IS A COST REIMBURSEMENT CONTRACT LINE ITEM FOR TRAVEL EXPENSES. (End of narrative B001)				
0002AA	<u>SERVICES LINE ITEM</u> NOUN: TRAVEL FOR CDO REP PRON: S646FDC2PC PRON AMD: 01 ACRN: AA AMS CD: 13519700000 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO		\$ 20,000.00

Name of Offeror or Contractor: CDO TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DLVR SCH <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 08-AUG-2005 \$ 20,000.00				
0003	SECURITY CLASS: Unclassified				
0003AA	<u>SERVICES LINE ITEM</u> NOUN: MISC SUPPLIES FOR CDO PRON: S646FDC3PC PRON AMD: 01 ACRN: AA AMS CD: 13519700000 THIS IS A COST REIMBURSEMENT CLIN FOR PURCHASE OF PUBLICATIONS, REPORTS, AND/OR PERIODICALS RELATED TO DEVELOPMENTS IN THIS TECHNOLOGY AND AVAILABILITY OF SYSTEMS AND PRODUCTS. ALSO FOR ACQUISITION AND INSTALLATION OF HARDWARE PRODUCTS NEEDED TO ACCOMPLISH THIS TASK. ALL ACQUISITIONS MUST BE APPROVED BY THE COR PRIOR TO PURCHASING. ALL PROPERTY BOUGHT AND PAID FOR THROUGH THIS LINE ITEM WILL BECOME GOVERNMENT PROPERTY, IF NOT EXPENDED IN THE PERFORMANCE OF THIS CONTRACT, AT THE END OF THE CONTRACT. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 08-AUG-2005 \$ 15,000.00	1	LO		\$15,000.00

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

Mobility Inventory Control Accountability System (MICAS)

1. Scope Of Work
 - a. Government Requirements: The requirements listed below shall not exceed 3,000 hours per year in total.
 - a.1. Contractor shall provide approximately one (1) man-year to fielding MICAS to Army sites in the continental US and outside the continental US. This will include fielding, set up of hardware/software at select installations, load data into MICAS, and barcode Chemical Defense Equipment (CDE), training at selected sites, troubleshooting and minor changes to software.
 - b. Miscellaneous Supplies. Contractor shall purchase any miscellaneous hardware supplies required by the Government to 0 accomplish the mission while on site, not to exceed \$25,000/year.

2. Background

The ability to effectively manage CDE basic load inventories in storage at depot or on installations is critical to DoD readiness. Under the current system however, most of the processes use manual data collection techniques, which can produce high error rates in essential data and business management, and between nonintegrated automated information systems as highlighted in recent General Accounting Office (GAO), Department of the Army (DA) Inspector General (IG) and Army Audit Agency (AAA) reports. While CDE basic load inventories on installations are locally managed, the ability to accurately see the condition and location of items in storage at higher levels is limited. The result is critical asset shortages and unserviceable stocks are often visible only at the point and time of issue, degrading readiness and increasing costs. The Army is seeking to leverage the Air Force developed automated information technology (AIT) and MICAS tools to improve asset visibility, tracking of IPE, and shelf life management to ensure that every deploying soldier is issued serviceable IPE basic load ensembles.

3. TASKS
 - a. Provide manpower/support for fielding at selected sites
 - b. Provide training of MICAS to users to include administrators, warehousemen, and management. Training shall include process of rollup file, reports, issue, receiving, barcoding, and enhanced features.
 - c. Provide trip reports to Program Manager (PM) MICAS Contracting Officers Representative (COR).
 - d. Research requirements and recommend valued solutions.
 - e. Document MICAS software requirements during fieldings.
 - f. Update existing MICAS software with approved enhancements.
 - g. Assist in troubleshooting and customer support for MICAS sustainment office.
 - h. Provide DoD development support to MICAS sustainment office.
 - i. Maintain industry software compatibility requirements.
 - j. Enhance government preparedness to support MICAS users.
 - k. Coordinate with MICAS sustainment office to host/participate in 2 separate weeks of sustainment support enhancement meetings.
 - l. Update versions of MICAS software.
 - m. Contractor shall be proficient in troubleshooting hardware/software issues, create Army specific software changes, coordinate with PM MICAS for recommendations and new technology, maintain industry software compatibility requirements, be familiar with AIT used with MICAS, create/maintain user manuals with all system changes, provide information and assist MICAS sustainment team, maintain upgrades/enhancements to MICAS, provide customer support.
 - n. Provide fielding support services to proliferate the MICAS program and train users at the tactical, intermediate and strategic levels of logistics to intensively manage the items within the DoD.
 - o. Provide technical support services to sustain the capability, update software functions, enhance and implement this capability within DoD.
 - p. The contractor shall assign a task leader to provide total task management. The task leader shall serve as the primary point of contact to the Government for all technical aspects of the required work. No personal services shall be performed.
 - q. Contractor will furnish appropriate facilities, equipment, furniture, supplies and services for any off-site support related to this contract.
 - r. Contractor will evaluate, recommend and provide the supplies not available from the Government as necessary to accomplish workload taskings for the life of the contract, not to exceed \$15,000.00 per year.
 - s. Contractor will acquire, with prior consent of the PM MICAS, publications, reports and/or periodicals related to developments in this technology and availability of systems and products. Upon termination or completion of the contract, all such items will become property of the Government.
 - t. Contractor shall acquire, install and provide hardware products needed to accomplish this task. At the termination or

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completion of the contract, all items purchased will become the property of the Government and the Government will have responsibility for all hardware maintenance. Follow-on maintenance will be the responsibility of the Government. However contractor will develop telephone technical support.

u. Contractor will modify, acquire, install and provide software products needed to accomplish this task. At the termination or completion of the contract, all items purchased will become the property of the Government and the Government will be responsible for all software maintenance.

v. The contractor shall participate in regular team meetings, technical interchange meetings, and interface control working group meetings as required. Meetings may occur at Rock Island, IL, or at other TDY locations as required.

w. Travel will be required to support the mission of this contract. The contractor will be advised of dates and locations of travel as soon as the information becomes available to the government so that the most advantageous prices may be obtained. The contractor shall provide detailed information concerning airfare, car rental, per diem, miscellaneous expenses and aggregate travel expenses to the COR. Travel must be pre-approved by the PM MICAS and the Government Travel Regulations shall limit actual per diem expenses.

4. DELIVERABLES

a. Provide monthly project status reports to PM MICAS COR. Date of submission will be by mutual agreement between CDO and the COR.

b. Provide document changes to software in detail and provide to sustainment office as it occurs, but no later than 31 May 2005.

c. Maintain/update manuals in accordance with program changes and provide to sustainment office as determined by the COR, but no later than 31 May 2005.

d. Create specific software manuals/documentation as necessary, but no later than 31 May 2005

e. Prepare and present briefings to the government when requested on the results of efforts undertaken for this contract. The schedule will be mutually agreed to between the contractor and the PM MICAS.

5. CONTRACTOR RESPONSIBILITIES

a. The contractor shall be responsible for the manner and method in which this SOW is performed. The contractor shall coordinate with the COR and responsible MICAS team members to discuss MICAS policies and procedures in the execution of this SOW.

b. The contractor shall coordinate with PM MICAS and MICAS team members in support of the mission as required. The contractor shall be available as necessary to perform the duties as described in the SOW, and will work a tour of duty consistent with the operations of the work site. The contractor shall remain flexible regarding hours to meet extraordinary mission requirements. Total hours are limited to no more than 3000 per year.

c. The contractor must be skilled as a proficient user of MICAS and fully knowledgeable in the process of the Deputy of Logistics (DOL), Central Issuing Facility (CIF), storage warehouses, and mobilization installations.

d. The contractor shall be helpful, timely and courteous in providing MICAS technical support to MICAS team members and other customers.

6. GOVERNMENT FURNISHED INFORMATION

Government personnel will be available to provide technical input, answer questions, review completed draft deliverables and provide feedback. Timely communication is essential to meet shortened suspense dates, particularly as it relates to documentation and informational meetings.

7. PLACE of Performance

The majority of the work will be performed off-site at the contractor installation and at fielding sites.

8. SECURITY CLASSIFICATION

a. Contractor personnel shall be knowledgeable of Government security regulations and experienced in handling/working with secure systems/secure environment.

b. The Contractor may be required to have access to live data during the performance of this contract. The Contractor shall not divulge any information about files, data, processing activities or functions, user id's, passwords, or other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall abide by all DoD and Army rules, procedures and standards of conduct.

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c. The provisions of the Privacy Act of 1974 protect information included in this contract; therefore, all personnel assigned to this task will take the proper precautions to protect the information from unauthorized disclosure.

d. Any required Government/Contractor ID will be worn and displayed at all times.

9. PERIOD OF PERFORMANCE

The period of performance for this contract shall commence 9 Aug 2004 and be effective until 8 Aug 2005 with an (1) one-year option to be exercised at the discretion of the government. The firm fixed price option price is at attachment 001.

10. ASSUMPTIONS AND CONSTRAINTS

a. The contractor shall not under any circumstance, supervise or otherwise direct Government employees or other contractors employed under other Government contracts.

b. The Government will not directly or indirectly provide supervision or control of contractor personnel.

c. The contractor shall have sole responsibility and discretion for the manner and method of performing tasks as specified in this SOW.

d. The supervision of contractor employees shall be the responsibility of the contractor.

e. Prior to the start of the contract, the contractor shall submit resume(s) of the personnel assigned to this contract to the PM MICAS. No substitutions of key personnel shall be made without prior written approval of the contracting officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the position. The replacement personnel shall submit their resume(s) to the PM MICAS.

*** END OF NARRATIVE C 001 ***

Mobility Inventory Control Accountability System (MICAS)
SOW FOR TRAVEL

The contractor shall conduct off site temporary travel required to accomplish SOW tasks. Specific destinations cannot be projected at this time.

1st Year		
<u>Destination</u>	<u>#Trips</u>	<u>#Days/trip</u>
Korea	2	15
2nd Year		
<u>Destination</u>	<u># Trips</u>	<u>#Days/trip</u>
Ft Silll	1	10
Ft Carson	1	10
Ft. Bliss	1	10
Ft Lewis	1	10
Ft Benning	1	10
Ft Bragg	1	10

Although these travel projections are included, the contractor shall determine actual travel requirements needed to accomplish the SOW. Accordingly, the contractor may vary the number of trips, travel destination, and duration of travel from these projections to accomplish the contract SOW within the total estimated costs. The contractor shall notify the contracting officer when 75 percent of the total estimated costs or travel has been reached.

All temporary travel shall be arranged by the contractor and be at fair and reasonable costs to the government. When commercial air carrier and commercial ground transportation are used, they shall be the most reasonable available to accomplish the mission. The contractor shall strive to stay within established Government Per Diem rates for meals, lodging, and miscellaneous items at the travel

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destination. Also, mileage rates for personal vehicle use to accomplish temporary off site travel shall comply with established Government rates.

The invoice submitted for payment of travel costs shall include a copy of the associated receipts for commercial carrier costs, ground transportation cost, and lodging. In addition, copy of all expense items in the amount of or exceeding \$75 shall be included. The contractor shall provide copy of each DD250, including required receipts to the contracting officer representative within 10 days of travel for submission for payment.

The contractor shall document the results of temporary travel by preparing a report of travel. As a minimum, the report shall identify destination, purpose, accomplishments, and open issues/actions. The contractors format shall be used. Reports of travel shall be submitted to the cor.

*** END OF NARRATIVE C 002 ***

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SECTION D - PACKAGING AND MARKING

THERE ARE NO PACKAGING REQUIREMENTS FOR THIS EFFORT.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE PROCEDURES: The Government will have the right to conduct surveillance of the Contractor's performance including services rendered and any documentation or written material in support thereof under this contract. The contractor's progress will be evaluated from the Specific Tasks outlined in Section A-4 of this SOW. The Quality and effectiveness of contractor's output will be judged by the quality of written documents, and the progress of the mission, as defined by the SOW. The Contracting Officer's Representative will conduct such surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The Contracting Officer will exercise these responsibilities through its staff and in connection with any related agencies necessary to ensure that the standards set forth herein are met.

E.4.1. The requirements set forth in this contract shall be the criteria by which the Contractor's performance shall be inspected. These requirements may either be in full text or incorporated by referenced regulations, technical manuals, etc.

E.4.1.2. Government Surveillance personnel will monitor the Contractor's performance by physical inspection, review of reports/documentation, or by the Daily Information Summaries (DISUM) processed.

E.4.1.3. When Government surveillance personnel find deficiencies, the Contractor shall be so advised verbally and in writing. As directed by the Contracting Officer or their representative(s) the Contractor shall promptly take the necessary action to ensure against any future deficiency.

E.4.1.4. Acceptance will be by submission of bimonthly DD Forms 250 (Material Inspection and Receiving Reports) and will be F.O.B. Destination.

*** END OF NARRATIVE E 003 ***

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SECTION F - DELIVERIES OR PERFORMANCE

NO TRANSPORTATION CLAUSES APPLY TO THIS CONTRACT.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: CDO TECHNOLOGIES INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG		JOB					
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION			ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	S646FDC4PC 13519700000	AA	2	21	42020000046D6D17P1351972512	S19130	468FDC	W91A2K \$	263,642.23
0002AA	S646FDC2PC 13519700000	AA	2	21	42020000046D6D17P1351972512	S19130	468FDC	W91A2K \$	20,000.00
0003AA	S646FDC3PC 13519700000	AA	2	21	42020000046D6D17P1351972512	S19130	468FDC	W91A2K \$	15,000.00
								TOTAL	\$ 298,642.23
SERVICE							ACCOUNTING		OBLIGATED
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION				STATION	AMOUNT	
Army	AA		21	42020000046D6D17P1351972512			S19130	W91A2K	\$ 298,642.23
								TOTAL	\$ 298,642.23

THE SMALL BUSINESS ADMINISTRATION CONTROL NUMBER IS 0593/04/404269.

THE MANAGEMENT DECISION DOCUMENT NUMBER IS PUIC: AMSTC-Y-019.

THE ELEMENT OF RESOURCE (EOR) IS 2512.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is faye.taber@ us.army.mil. The data fax number for submission is 309-782-1218, ATTN: Faye Taber.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-7	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-8	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-9	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-10	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	OCT/2003
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.216-11	COST CONTRACT - NO FEE	APR/1984
I-15	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-16	52.222-3	CONVICT LABOR	JUN/2003
I-17	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	JAN/2004
I-23	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-27	52.232-11	EXTRAS	APR/1984
I-28	52.232-17	INTEREST	JUN/1996
I-29	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-30	52.232-25	PROMPT PAYMENT	OCT/2003
I-31	52.232-25	PROMPT PAYMENT - ALTERNATE I	OCT/2003
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-35	52.236-13	ACCIDENT PREVENTION - ALTERNATE I	NOV/1991
I-36	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-37	52.242-13	BANKRUPTCY	JUL/1995
I-38	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE II	APR/1984
I-39	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2003
I-40	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-41	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-42	52.248-1	VALUE ENGINEERING	FEB/2000
I-43	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-44	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-47	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-48	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-50	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-51	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988

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	Regulatory Cite	Title	Date
I-52	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-53	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-54	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-55	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-56	252.225-7013 DFARS	DUTY-FREE ENTRY	JAN/2004
I-57	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)	OCT/2003
I-58	252.227-7014 DFARS	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-59	252.227-7019 DFARS	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE	JUN/1995
I-60	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-61	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-62	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-63	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-64	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR/2000
(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the end of the contract period (8 Aug 2006); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.			
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.			
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.			
(End of Clause)			
(IF6071)			
I-65	252.219-7009 DFARS	SECTION 8(A) DIRECT AWARD	MAR/2002
(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district is: COLUMBUS			
(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.			
(c) The 8(a) Contractor agrees that -			
(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plans to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and			
(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.			

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(End of clause)

(IA6725)

I-66 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I OCT/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100.000.

End of Clause

(IF7209)

I-67 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-68 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

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Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-69 52.219-17 SECTION 8(a)AWARD DEC/1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to TACOM-Rock Island, the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the TACOM-Rock Island Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the Disputes clause of the subcontract.

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(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of TACOM-Rock Island.

(End of clause)

(IF7097)

I-7052.252-6AUTHORIZED DEVIATIONS IN CLAUSESAPR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)